



**STRATEGIC ESTATES  
DEPARTMENT**



## **SECRET GARDEN CAFE BUTE PARK, CARDIFF**

**5 YEAR LEASE AVAILABLE**



**BIDS INVITED FROM INTERESTED PARTIES**

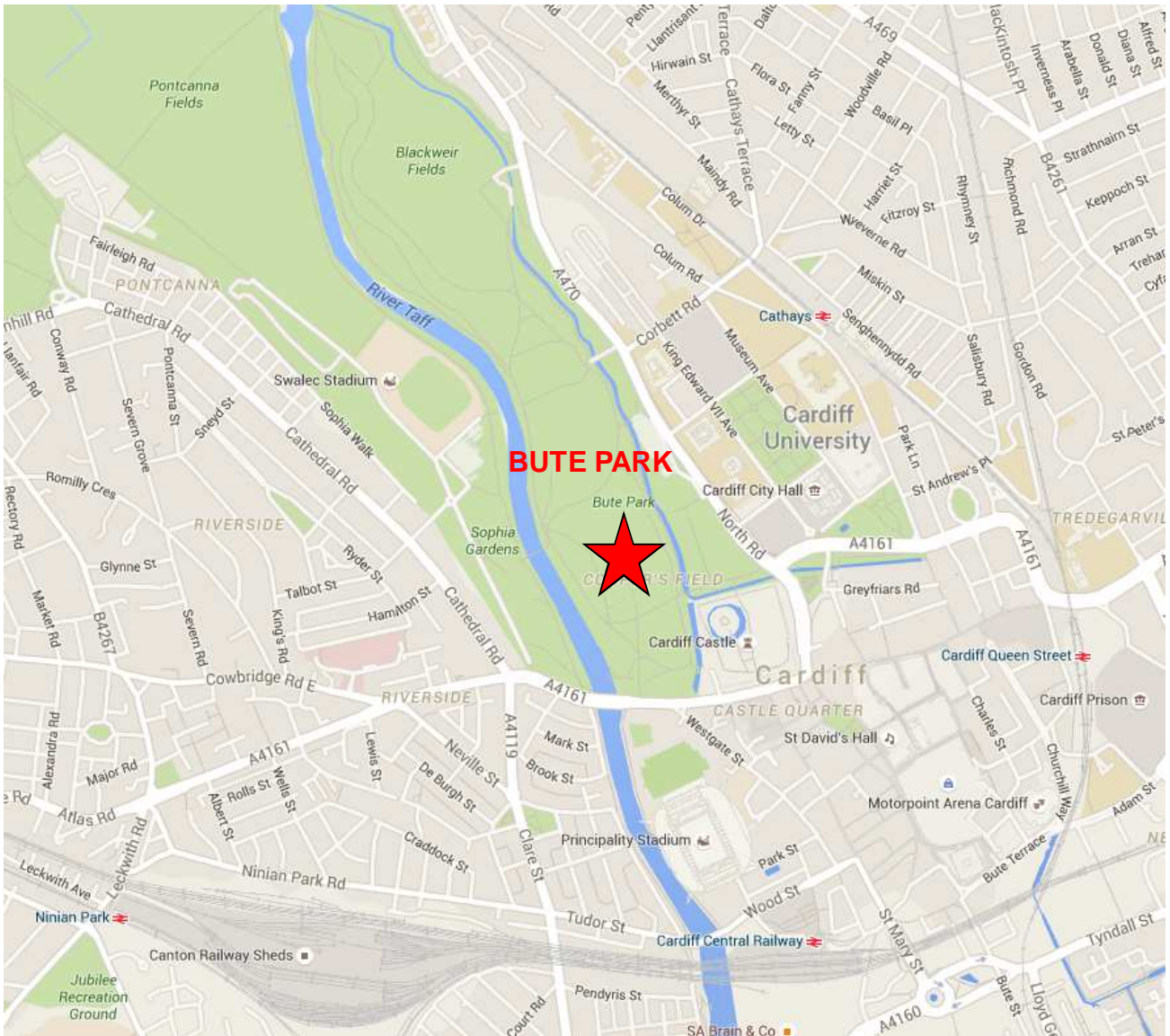
This form is available in Welsh / Mae'r ffurflen hon ar gael yn Gymraeg



[www.cardiffcouncilproperty.com](http://www.cardiffcouncilproperty.com)



## Location map





## Gallery





### Introduction

An exciting opportunity has arisen to lease and operate the “Secret Garden Café” within Bute Park. The Council are initially offering a 5 year lease and wish to invite bids from interested parties. The Council wish trading under a new lease to commence early in the New Year 2017.

The rent will be set by offer, with a guide figure of £22k per annum. The rent will be collected quarterly in advance. The Council will be assessing rental offers, commitments to invest in improving the facility and any proposals for profit sharing as part of the assessment criteria (see below).

The successful tenderer will be required to agree and sign the lease before occupation of the building can commence. The lease will be on the basis that the business tenant’s automatic right to renewal will be Court Excluded.



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FEL GW YDR HORIZON'S  
O'R WRNALS A WEN'S I'NG



The permitted use shall be an outdoor café providing light refreshment facilities with outside seating during the opening hours of the Park. The public will be served from the Premises through a hatch, with no public access to the building, except the toilets. The permitted use also includes acting as the catering supplier for groups booking use of the internal spaces within the Education Centre. The expectation is you will provide these groups with quality hot and cold buffets and hot and cold beverages on request in advance. The process for these bookings is well established with customers and detailed on the Bute Park website [www.bute-park.com](http://www.bute-park.com) Education Centre > Private Hire.

The expectation is that The Operator will provide catering at The Premises on crockery with metal cutlery. Prospective operators that do not offer this in their tender will be scored lower.

The Council will look favourably on prospective operators who wish to seasonally offer BBQ food, e.g. from a mobile BBQ trolley in the immediate vicinity of The Premises. This may help reduce the amount of park users bringing in their own disposable BBQs, which can cause scorching and safety hazards.

### **The Property**

The location of the café is shown in **Appendix 1a – location plan**.

The Premises as defined in the lease are shown by a red line in **Appendix 1b – floor and landscape plan**. The café is part of a facility that opened in August 2012 and was built as part of the £5.6m heritage lottery funded Bute Park Restoration Project. The café is situated within a courtyard adjacent to the Bute Park Education Centre and benefits from an external seating terrace next to the ornamental “Stuttgart Garden” and a large shrub boarder.

There is space for approx. 18 covers within the courtyard and 44 outside on the terrace. Historically café users also use the 7 nearby picnic benches (42 covers) and nearby grass to sit on.

The facility has become a focal point, popular with commuters, tourists and local residents.

The Premises further benefits from its relationship with the Bute Park Education Centre, which hosts a range of private hire bookings by groups who often elect to pre-book catering.

The Premises will be offered “as seen” with no catering equipment but with finished surfaces and electricity, gas and water services available in full working order. Further indicative information on the premises is provided in **Appendix 1c – room data sheets. (Available by request )**.

Tours of the facility are available by appointment and prospective operators are responsible for checking the accuracy of written information provided in the tender pack. Discrepancies are to be reported immediately to The Council.





### **Trading conditions and footfall**

The Council have automatic static people counters at every entrance, which allows park usage patterns to be monitored. Some of this data is provided here to inform the prospective Operators' business plan.

The park received a total of 2,043,967 visits in 2014 and 2,144,749 in 2015.

There are no counters in the immediate vicinity of the Premises so there is no hard data on footfall local to The Premises.

It is known daily figures around the Premises fluctuate seasonally and rainfall can have a significant negative affect on footfall. Footfall rises in fine weather, during major events (including those at the adjacent sports stadia) and on public holidays as would be expected. The large lawn behind the Stuttgart Garden is popular with students during term time and picnickers who often also visit the café. The lawn is also one of the park's event areas and historically event organisers have approached the café operator to provide some catering for guests/participants on event days.

Business demand from private hirers of the meeting rooms inside the Bute Park Education Centre is provided in **Appendix 5** to inform the operator's business plan (**Available by request** ).

### **Park Events**

Bute Park has a popular events programme throughout the year and CCC reserves the right to licence additional caterers within event areas. The Operator will not have access to these areas or their close proximity during events, unless event organisers specifically contract them to provide catering services. The Operator's trade is restricted to within the boundary of The Premises.

### **Other Park Concessions**

The park leases commercial Premises to two other Operators: the Summerhouse Café (lease renewed in 2016) and Pettigrew Tea Rooms within the West Lodge building (leased until March 2017).

In the future, a further mobile catering business may be licenced to operate around the vicinity of Blackweir Bridge and Blackweir playing fields but would be excluded from trading within 500m of the nearest park concession.

Tenders which demonstrate an ability to complement the existing mix of catering provision within the park will score higher than those which directly compete, as the Council wishes to secure a good mix of provision for visitors.





## Heads of Terms of the Lease

### Trading Times

The Operator can only trade from The Premises within Bute Park opening hours (daylight hours). The closing time of Bute Park changes seasonally and is currently set as approximately 30 minutes before dusk. The 2016 park opening/closing times are provided in **Appendix 6 – Bute Park closing times**, and the principle of these opening patterns will continue in future years, unless otherwise notified.

In normal circumstances the Council's expectation is that trading will occur daily throughout the whole year and the café's opening times will begin at park opening and cease at 30 minutes – 1 hour before park closing. However, the Operator will be granted flexibility on trading hours within the advertised park opening times to allow the Operator to reduce losses incurred when the park is quiet due to inclement weather. The Operator will be required to report actual trading times to the Landlord's Representative at regular performance meetings and these will be compared to recorded weather data and park closing times.

The Operator can keep the Premises closed for trading for up to 5 days throughout the year, for whatever purpose, without penalty. However, if the Operator fails to trade on more than 5 days in one calendar year they will incur a penalty of £125 per day, unless by prior written agreement by Cardiff Council.

### Responsibilities and undertakings of the Operator

The Operator will retain the name "Secret Garden Café" for his business so as not to invalidate existing park signage and marketing materials.

The Operator is responsible for the fit out the Premises for the purpose of the Permitted Use. Plans and specifications for fit out are to be approved in writing in advance by Cardiff Council.

The Operator is responsible for replacing and maintaining the items listed in **Appendix 7 – Schedule of Maintenance Responsibilities**.

The Operator is responsible for ensuring the public toilets as identified in **Appendix 1b – floor and landscape plan** are kept in a clean and hygienic condition to the Landlord's satisfaction via a management regime agreed in advance by Cardiff Council. The management regime must include use of regularly signed staff check sheets on public display. The Operator must provide and replenish all consumables.





The Operator will maintain in good working order the GreasePak unit at the Premises so as to comply with manufacturer's recommendations for the onsite foul drainage treatment tank, and the conditions of the drainage permit issued by Natural Resources Wales. A copy of the permit is provided in **Appendix 4 – drainage permit (Available by request)** and the Operator is responsible for familiarising himself with its requirements and training his staff as necessary to ensure compliance.

The Operator will pay on demand for the gas and electricity services consumed at the Premises. The Council will provide the services and recharge the Operator based on sub-meter readings from The Premises.

The Operator will pay on demand to the Council an annual service charge of £1,500 to cover the cost of emptying the café litter bins and collecting waste/recycling from the Café. The Operator may not use his own waste management company so as to limit traffic within the park.

The Operator is responsible for collecting his customer's litter from around his Premises to ensure high standards of presentation of Bute Park's environment are maintained. Food is to be served unwrapped where possible so as to limit the litter generated.

The Operator must comply with the Health & Safety at Work Act 1974.

The Operator is responsible for maintaining a pest control contract for the Premises.

Fire appliances are to be inspected annually and appropriate records maintained.

The Operator must undertake a risk assessment and have his equipment regularly checked for the presence of Legionella in accordance with Health and Safety Executive (HSE) guidelines. He must maintain appropriate records to demonstrate compliance and make these available for inspection by The Council on request.

The building has space associated with it for outdoor seating. The Operator will supply and maintain his own outdoor furniture, and the specification is to be approved in advance by the Council. There will be secure storage for outdoor furniture at The Premises within the courtyard which is locked at night.







The Operator is responsible for providing at all times Contents Insurance, Public Liability and Employers Liability Insurance.

The Operator must achieve a minimum food hygiene rating of 3 out of 5 or he will be served notice and forfeit the lease. The Council's expectation is that he should score 5 out of 5, to match the high standards and quality that has come to be associated with Bute Park. If he scores 3 or 4 The Council expect an action plan to be implemented to bring the score to 5 out of 5 within 6 months.

The Operator will set up, monitor and manage a TripAdvisor page for his Premises so as to provide good customer service and meet the high standards associated with Bute Park. Customer feedback, including via social media platforms such as TripAdvisor will be discussed in regular performance meetings.

The Operator will make reasonable endeavours to clean graffiti from the interior and exterior of the Premises within 24hrs of discovery. If The Operator is unable to remove or cover up graffiti he must notify The Council.

The Operator and his Agents must observe the driver code of conduct for Bute Park (available at [www.bute-park.com](http://www.bute-park.com)) and vehicle deliveries must be made along the route specified on signage at the vehicle entrance bridge. Gross breaches of the code of conduct by The Operator or his Agents may result in a fine against the Operator of £50 per reported occurrence. Details of the vehicle service route and location for parking for 1 staff vehicle are shown in **Appendix 2 – vehicle delivery route, loading and parking ( Available by request)**.

The Operator will ensure no staff or agent vehicles park for more than 1 hour in the immediate vicinity of The Premises so as not to detract from the natural beauty and character of the park.

Vehicle entry into Bute Park is managed by a bollard control system. Instructions for use of the system are provided in **Appendix 3 – Bollard control system user guide ( Available by request)**. and safety signage and traffic light indicator columns are located on site. The Operator is responsible for ensuring his staff and his agents are instructed on safe use of the system. The Council accepts no liability for incorrect use of the system leading to vehicle damage.

The Operator will return all access cards, fobs and keys issued to him at the end of the lease and may be invoiced for the cost of any replacements necessary during the period of the lease.





The Operator will provide and maintain an intruder and fire alarm service at The Premises and will be responsible for attending 'out of hours' alarm incidences. The Operator will notify The Council of any alarm activations.

The Operator is responsible for invoicing their catering customers directly.

The Operator must ensure that all buffets are cleared away promptly and no later than 8am the following day to allow continued use of the venue.

### **Restrictions on the Operator**

No tobacco products are to be sold or consumed at the Premises.

No alcohol is to be sold or consumed at the Premises, unless by written approval in advance by The Council and with an appropriate licence being in place.

With the exception of the business operating at the Premises, no commercial advertising is permitted at the site, unless by approval in advance by the Council. Unauthorised advertisements will be removed.

The Operator will only trade within 10m of the Premises. If The Operator wishes to trade in other locations within the park he will require a separate licence. The exception to this is if The Operator has been awarded a contract by an event organiser and is trading within an event area boundary.

There will be no full-day parking at the Premises by the Operator or Agents thereof. Vehicles are permitted at the Premises for the purpose of delivery and loading and must not cause a hazard to park users or damage to the park fabric.

### **Responsibilities and undertakings of the Landlord**

The Council will share with the Operator the risk on rainfall, which can have a negative effect on footfall within the park. The Council will rebate to the Operator the pro rata daily rent cost for each day where more than 10mm of rain is recorded to have fallen at the Bute Park weather station between 09:00 – 21:00hrs. The rebate will be paid in the fourth quarter for the three quarters previous.

The Council will facilitate catering booking requests linked to hire of internal meetings spaces within the Bute Park Education Centre according to established processes. These are set out on the Bute Park website [www.bute-park.com](http://www.bute-park.com) Education Centre > Private Hire.

The Council undertakes to provide Buildings Insurance.





The Council will arrange and meet the costs of maintaining the biological treatment plant located underground in the vicinity of The Premises in accordance with manufacturer's recommendations. The Council commits to managing this in a way that causes minimal disruption to The Operator and his customers.

The Council will arrange and meet the costs of maintenance for systems and equipment as set out in **Appendix 7.**

The Council will arrange and undertake removal of graffiti from the exterior of The Premises using Council staff/contractors if The Operator's reasonable endeavour to remove the graffiti fails.

The Council will include The Operator's business in marketing activities for Bute Park. Where expense is incurred by The Council in doing this, The Council reserves the right to counter invoice The Operator for his share of the costs. Costs will be apportioned on a pro rata basis and this will be notified and agreed in principle in advance of commitment.

The Council will provide 2 car parking spaces free of charge for The Operator and his staff within the Sophia Gardens car park. Valid permits provided by The Council must be displayed at all times otherwise the normal advertised car park rules will apply.

### **Performance Meetings**

The Operator is to make available at least one senior member of staff to meet formally with The Council on a quarterly basis to discuss performance. The standard agenda will include the following items: Key updates by the parties (including forthcoming events), business performance (including financial trends and effects of weather), maintenance issues and compliance with statutory obligations, customer feedback, marketing, and any other business. The attending member(s) of staff should have day-to-day knowledge of the business' operation and decision-making responsibilities, including those with a financial implication.





### **Notice Period**

The Operator will serve The Council no less than 6 months' notice if he wishes to terminate his lease within the lease period.

The Operator must pay in full the rent due for the notice period even if he chooses to vacate the Premises beforehand, unless agreed otherwise in writing by The Council.

### **Recovery of costs**

The Council reserve the right to recover from The Operator any costs incurred arising from his action or inaction in accordance with the terms of the lease. *The lease shall contain any other terms and conditions as the Council's solicitors consider necessary and the full lease will be provided to the successful bidder.*

### **Submissions of offer**

Offers for the catering rights at the Secret Garden Café must be made on the "Form of Offer" form and be received by **12 noon on Monday 6<sup>th</sup> November 2017.**

Interested parties will be required to complete and submit:

### **Completed Form of Offer**

Bank reference (On letter headed paper, verifying a relationship of at least 2 years with the bank, confirming availability of any stated investment into the business, and that your bank account has been maintained satisfactorily)

2 x references (Referees should provide their contact details, state how they know you and why they think you would be a suitable person to run the proposed business. The guideline word count is 100 - 200 words. Referees should be knowledgeable of your business/operating plan and cannot be provided by a relative)

Statement of intent/business vision (up to 500 words)

Business and Operating plan (length is the bidder's discretion)

Expressions of interest will be evaluated and awarded on the basis of the criteria detailed below.

*N.B: Offers will lose marks and may be disqualified from consideration if any information is missing from the submission.*





<u>Criteria</u>	<u>Weighting</u>
<p><b>Rental offer</b></p> <p>Bids will be ranked and given relative scores according to how financially advantageous they are to Cardiff Council. The annual rent figure, and any proposed profit share arrangement will be considered when scoring bids.</p> <p>The guide annual rental figure of 22k will be considered and bids at or below this will not be able to score more than 30 points.</p> <p>[Least advantageous = 0 points, Most advantageous = 40 points]</p>	<p><b>40%</b></p>
<p><b>Statement of intent</b></p> <p>Bids will be scored out of 20 according to the quality of the proposal. The following will be considered:</p> <p>The unique selling point of the business</p> <p>How well the business fits with the standards and values of Bute Park as one of Cardiff's top 5 visitor attractions. Bids will score highest where they complement Bute Park's high standards and "look and feel", i.e. heritage, excellence in horticulture, attractive landscape and high environmental standards</p> <p>Added value proposals (e.g. loyalty offers for customers, activities/equipment provided for customers, special or seasonal offers, innovation) strength of brand vision/values</p>	<p><b>20%</b></p>
<p><b>Business and Operating Plan</b></p> <p>Bids will be scored out of 30 according to the quality of the plan. The following will be considered:</p> <p>Detail provided</p> <p>How realistic the financial forecasts of operating costs and revenue are</p> <p>Level of investment into the business</p> <p>How well the plan responds to the information provided in these particulars about the trading conditions in Bute Park, e.g. footfall figures, weather, visitor profiles, peaks in demand, seasonality and changing park opening times. Also the detail of any "added value" proposals</p> <p>Proposed staff structure, staff management, indicative seasonal rotas, staff training, equal opportunity policy</p> <p>Example menus (public café menu and catering buffet options menu to be detailed separately) and food and hygiene management policies</p> <p>Brand and marketing strategy</p>	<p><b>30%</b></p>
<p><b>References</b></p>	<p><b>10%</b></p>





# STRATEGIC ESTATES DEPARTMENT



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I / We..... have read the conditions of sale attached and hereby offer, subject to contract, the rental sum of:

£ ..... (pounds)

..... (pence)

(£ : p) per annum excluding VAT

I / We understand that we are submitting this offer at our own expense and that the Council is not bound to accept any offer.

I / We declare that we are not party to any scheme or agreement under which:

I / We inform any other person the amount of our offer; and/or

I / We have fixed the amount of any offer in accordance with a price fixing arrangement.

I / We accept that the Council is entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if it is discovered that there has been any corrupt or fraudulent act or omission by which in any way induced the Council to enter in to the contract.

I / We agree that if, before acceptance of this offer, any doubt exists as to the amount of this offer we will be afforded the opportunity of clarifying the amount of the offer or withdrawing the offer.

I / We agree that the insertion by us of any qualifications to this offer or any unauthorised alterations to any of the particulars will not affect the original text but will cause the offer to be liable to rejection.

I / We agree that the offer will remain open for acceptance by the Council and will not be withdrawn by us for a period of 28 days from the last date fixed for the receipt of offers or any notified extension thereof.

I / We certify that this is a bona fide offer.

This is not a binding offer and the Council reserves the right to not accept any offer received.





## STRATEGIC ESTATES DEPARTMENT



### Background Information

Address
Telephone
Signature
Name
Date
Witness Name
Witness Signature
Date
Full Details of Proposed Use
Name and address of solicitor
Other supporting information ( Business Plan etc. )

Where the Offeror is an incorporated “ body or ” association, the company secretary or a duly authorised director “ or trustee ” should sign. In the case of a partnership a partner should sign. In the case of an individual the proprietor should sign.

**All offers must be received not later than 12 noon on Monday 6th November 2017**

THIS FORM OF OFFER SHOULD NOT BE DETACHED AND THE WHOLE DOCUMENT SHOULD BE RETURNED INTACT  
IN THE ENVELOPE PROVIDED TO

**The Management Support Officer, Strategic Estates, Courtyard 6, County Hall, Cardiff, CF10 4UW**





## STRATEGIC ESTATES DEPARTMENT



For more details and an information pack, which includes the Form of Offer, please contact :-

Michael Williams, Strategic Estates, Economic Development, Courtyard 6, County Hall, Cardiff, CF10 4UW. Tel : (029) 2087 3296 and [mwilliams@cardiff.gov.uk](mailto:mwilliams@cardiff.gov.uk)

If you require this document in Welsh, please e-mail the valuation inbox [valuation@cardiff.gov.uk](mailto:valuation@cardiff.gov.uk)

Also, please feel free to visit our website [www.cardiffcouncilproperty.com](http://www.cardiffcouncilproperty.com)

### *Disclaimer*

*The information above and contained within this document is given as a general outline only for the guidance of interested parties and does not constitute part of an offer or contract.*

*All persons view the property entirely at their own risk and the Council will accept no liability for loss, damage or injury howsoever caused.*

*All descriptions, dimensions, images etc. contained in this document and/or given through discussions with Council Officers are given as indications without responsibility and any interested parties should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.*

*The Council reserves the right not to accept any expression of interest received and does not bind itself to accepting the highest financial offer.*

*Prospective tenants are encouraged to make their own enquiries in respect of any necessary planning requirements for the intended use.*

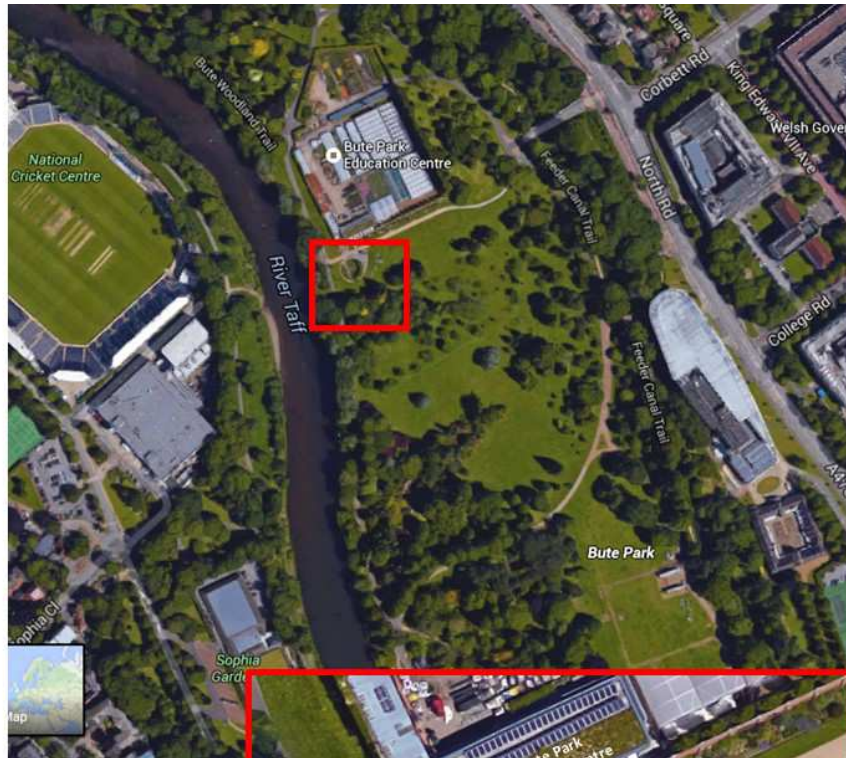






## Appendix 1a

### Secret Garden Café, location plan

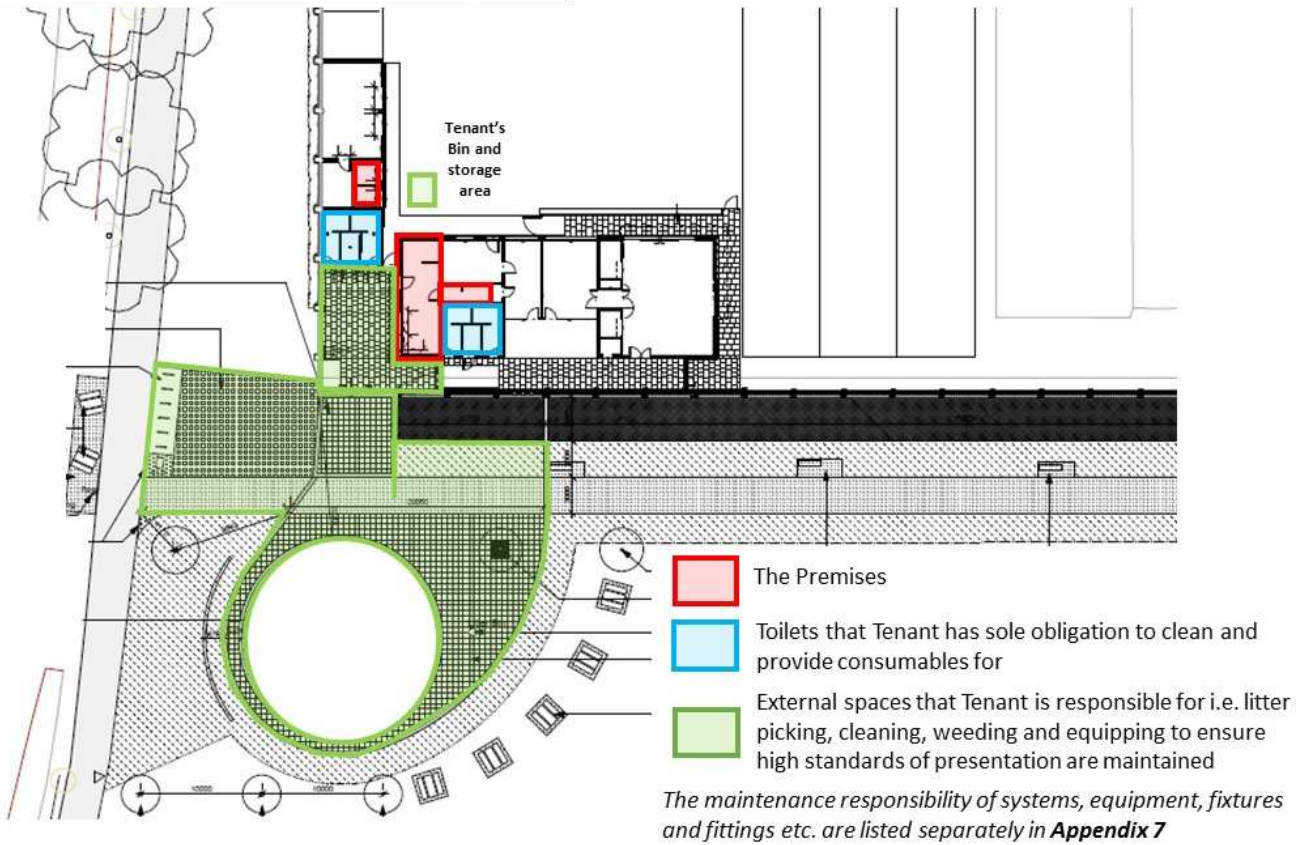


Café premises  
within Bute  
Park Education  
Centre Building





## Appendix 1b – SGC Floor and Landscape plan





## Appendix 6

### BUTE PARK CLOSING TIMES 2016

The park is open at 7.30am every day 365 days a year

WEEK ENDING	PARK CLOSING TIME	WEEK ENDING	PARK CLOSING TIME
<b>JANUARY</b>		<b>JULY</b>	
03/01/16	15:45	03/07/16	21:00
10/01/16	16:00	10/07/16	21:00
17/01/16	16:00	17/07/16	20:45
24/01/16	16:15	24/07/16	20:45
31/01/16	16:30	31/07/16	20:30
<b>FEBRUARY</b>		<b>AUGUST</b>	
07/02/16	16:45	07/08/16	20:15
14/02/16	17:00	14/08/16	20:00
21/02/16	17:15	21/08/16	19:45
28/02/16	17:30	28/08/16	19:30
<b>MARCH</b>		<b>SEPTEMBER</b>	
06/03/16	17:30	04/09/16	19:30
13/03/16	17:45	11/09/16	19:00
20/03/16	18:00	18/09/16	18:45
27/03/16	18:15 (Mon-Sat) 19:15 (Sun)	25/09/16	18:30
<b>APRIL</b>		<b>OCTOBER</b>	
03/04/16	19:30	02/10/16	18.15
10/04/16	19:30	09/10/16	18.00
17/04/16	19:45	16/10/16	17.45
24/04/16	20:00	23/10/16	17:30
		30/10/2016	17:15 (Mon-Sat) 16:15 (Sun)
<b>MAY</b>		<b>NOVEMBER</b>	
01/05/16	20:15	06/11/16	16.00
08/05/16	20:15	13/11/16	16.00
15/05/16	20:30	20/11/16	15:45
22/05/16	20:45	27/11/16	15.45
29/05/16	20:45		
<b>JUNE</b>		<b>DECEMBER</b>	
05/06/16	21:00	04/12/16	15.45
12/06/16	21:00	11/12/16	15.45
19/06/16	21:00	18/12/16	15.45
26/06/16	21:00	25/12/16	15.45
		01/01/2017	15.45





## Appendix 7 - Secret Garden Café Schedule of Maintenance Responsibilities

The items listed below will be replaced on a like for like basis when necessary unless by prior agreement between the parties.

Item	Responsibility of the Operator	Responsibility of the Council
Intruder alarm system		X
Fire alarm system		X
CCTV system		X
Door entry system		X
Disabled call alarm within toilets		X
Gas boiler		X
Electrical wiring		X
Light fittings	Inside The Premises and Inside the external toilets	Inside the internal toilets
Sanitary ware (including baby change units and mirrors)	Inside The Premises and Inside the external toilets	Inside the internal toilets
Hand driers	Inside The Premises and Inside the external toilets	Inside the internal toilets
Small electrical equipment owned/leased by the Operator	Inside The Premises	
Fire equipment	Inside The Premises	
Emergency lights		X
Fall arrest system		X
Solar panels		X
Legionella testing		X
Waste water treatment plant – servicing and emptying		X
Blocked toilets/ pipes between The Premises and the waste water treatment plant	X	
Five year electrical testing		X
Induction hearing loop	Inside The Premises	
Decoration of walls/floors	Inside The Premises	
Cleaning of external surfaces e.g. by jet washing and weeding	As shown in Appendix 1b	
Hard landscaping repairs/ replacements	Damage caused by Tenant or his agents will be recharged	X
Litter collection	As shown in Appendix 1b	
Bin emptying		X
Outdoor furniture	Tenant's own	
Fixed benches and Picnic benches		X
Signage	Tenant's own	X

